

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accretive Health, Inc.	FORMERLY Healthcare Services, Inc.	09/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	77776634	AHTOTRAC
Serial Number:	77768580	AHTOSCRIBE TM
Serial Number:	77768576	AHTOSCRIBE
Serial Number:	77768587	AHTOSCRIBE ADMINISTRATOR
Serial Number:	77767246	YBFU
Serial Number:	77767283	A2A
Serial Number:	77767257	YIELD-BASED FOLLOW UP
Serial Number:	77714463	AHTOACCESS
Serial Number:	77714619	CHARGE INTEGRITY SERVICES
Serial Number:	77714478	AHTOCHARGE
Serial Number:	77714563	AHTOCONTRACT
Serial Number:	77710873	AH ACCRETIVE HEALTH RESULTS PROVIDERS TRUST
Serial Number:	77711027	AH

CH \$340.00 77776634

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1913813
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/16/2009
Total Attachments: 4 source=2719085#page1.tif source=2719085#page2.tif source=2719085#page3.tif source=2719085#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 30th day of September, 2009, Accretive Health, Inc. (f/k/a Healthcare Services, Inc.), a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 401 North Michigan Avenue, Suite 2700, Chicago, Illinois 60611, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank, acting through its Chicago branch, with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, and its successors and assigns (“*Secured Party*”), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

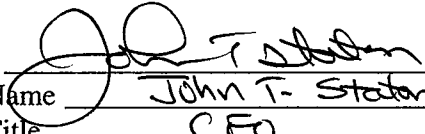
to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ACCRETIVE HEALTH, INC. (f/k/a HEALTHCARE SERVICES, INC.)

By 
Name John T. Stator
Title CFO

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By _____
Name _____
Title _____

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ACCRETIVE HEALTH, INC. (f/k/a HEALTHCARE SERVICES, INC.)

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By  _____
Name **Geraldine M. Rudig**
Title **Director**

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

None.

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
AHTOTRAC	77776634	7/8/2009
AHTOSCRIBE TM	77768580	6/25/2009
AHTOSCRIBE	77768576	6/25/2009
AHTOSCRIBE ADMINISTRATOR	77768587	6/25/2009
YBFU	77767246	6/24/2009
A2A	77767283	6/24/2009
YIELD-BASED FOLLOW UP	77767257	6/24/2009
AHTOACCESS	77714463	4/15/2009
CHARGE INTEGRITY SERVICES	77714619	4/15/2009
AHTOCHARGE	77714478	4/15/2009
AHTOCONTRACT	77714563	4/15/2009
AH ACCRETIVE HEALTH RESULTS PROVIDERS TRUST	77710873	4/9/2009
AH	77711027	4/9/2009